

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

DSC LOGISTICS, INC.¹

Employer

and

CASE 13-RC-21195

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 781**

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing on this petition was held on April 26, 2004 before a hearing officer of the National Labor Relations Board, herein referred to as the Board, to determine an appropriate unit for collective bargaining.²

I. Issues

The International Brotherhood of Teamsters, Local 781 (herein the Petitioner) seeks an election within a unit comprised of all permanent full-time and permanent, regular part-time warehouse employees of DSC Logistics, Inc. (herein the Employer).³

¹ The Employer verified this as its proper legal name at the hearing. Although it named PMC Staffing Solutions, Inc. as a joint/multi-employer in its original petition, the Petitioner's motion to amend its petition was granted at the hearing and PMC Staffing Solutions, Inc. was dropped from the petition. See Footnote 3, *infra*.

² Upon the entire record in this proceeding, the undersigned finds:

- a. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
- b. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
- c. The labor organization involved claims to represent certain employees of the Employer.
- d. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Sections 2(6) and (7) of the Act.

³ The original petition filed by the Petitioner named both DSC Logistics, Inc. and PMC Staffing Solutions, Inc. as employers and sought the following unit: all full-time and regular part-time warehouse employees of DSC Logistics, Inc., including all temporary employees of PMC Staffing Solutions, Inc. employed by DSC Logistics, Inc. at its facility currently located at 1500 E. 97th St., Chicago, IL, 60626, excluding all professional employees, office clerical employees, guards and supervisors as defined by the Act. At the hearing, the Petitioner amended its petition and now seeks to represent the following unit: All full-time and

The parties stipulated to the inclusion of the following job classifications in an appropriate bargaining unit: warehouse associates, general laborers and maintenance employees, and lead persons. However, the Employer argues that a bargaining unit made up of these classifications alone, as reflected in the petitioned-for bargaining unit, is not appropriate because it excludes the following job classifications: temporary warehouse associates and temporary general laborers and maintenance employees; shipping and receiving clerks; and inventory clerks. The Employer contends these job classifications must be included in the bargaining unit. The Petitioner opposes the inclusion, contending that the petitioned-for bargaining unit is an appropriate one. The parties did not present any other issues at the hearing.⁴

II. Decision

For the reasons discussed below, I find that the Employer's temporary workers, shipping and receiving clerks, and inventory clerks must be included in the petitioned-for bargaining unit pursuant to controlling Board precedent. Beyond this issue, there is no bar to the processing of the instant petition.

Based on this finding, IT IS HEREBY ORDERED that an election be conducted under the direction of the Regional Director for Region 13 at a time and place to be set forth in a subsequently issued notice of election, in the following bargaining unit:

All full-time and part-time warehouse employees of DSC Logistics, Inc., including warehousemen/warehouse associates, lead persons, general laborers and maintenance employees, shipping and receiving clerks, and inventory clerks, whether on permanent or temp-to-hire status, employed by the Employer at its facility currently located at 1500 E. 97th St., Chicago, IL, but excluding all professional employees, office clericals, guards and supervisors as defined by the Act.

III. Statement of Facts

The record establishes the following business operation at the Employer's facility. The Employer operates a warehousing and distribution center in Chicago, Illinois. The center is comprised of three buildings at one location, and the same functions are

part-time warehouse employees of DSC Logistics, Inc., including warehousemen/warehouse associates, lead persons, general laborers and maintenance employees employed by the Employer at its facility currently located at 1500 E. 97th St., Chicago, IL, but excluding all professional employees, office clericals, temporary employees of PMC Staffing Solutions, Inc. and guards and supervisors as defined by the Act.

⁴ The parties stipulated that DSC Logistics, Inc. is subject to the Board's jurisdiction pursuant to the standard for non-retail enterprises, as a result of its direct inflow of goods and services in excess of \$50,000 during the past calendar year from points outside the state of Illinois. The parties also stipulated that the Petitioner is a labor organization under Section 2(5) of the Act. Finally, the parties agreed that there is no contract bar, including a Section 9(a) agreement, to the processing of the petition. There is no prior bargaining history between the parties.

performed in each building. Simply stated, the Employer receives product, stores it in one of the three buildings, and then ships product to customers upon receiving an order. An “inbound” truck arrives at the center with products to deliver. The truck driver meets with a shipping & receiving clerk to provide the necessary paperwork for the delivery. The shipping & receiving clerk keys the information into the Employer’s computerized “warehouse management system,” and then prepares a work assignment for a warehouse associate to unload the product from the truck. The warehouse associate receives the work assignment from the shipping & receiving clerk; unloads the product and stores it in the warehouse; then returns the paperwork to the shipping & receiving clerk. The warehouse associate must report any discrepancies between the information on the paperwork and the actual product received to the shipping & receiving clerk so the discrepancies can be reconciled. When a customer submits an order, warehouse associates compile the order and prepare it for shipment on an outbound truck, in a manner similar to the procedure for receiving inbound product. Inventory clerks are responsible for maintaining accurate product inventories in the warehouse through regular audits, and for resolving discrepancies between the product quantities reflected in the computer system and the actual product on the floor.⁵

The Employer has approximately 113 employees at its facility. The Employer’s workforce is comprised of permanent employees and “temp-to-hire” employees. The permanent workforce is directly employed by the Employer, and made up of 61 warehouse associates; 7 general laborers; 7 shipping and receiving clerks, 2 inventory clerks, and 1 maintenance employee. The Employer also has 22 temp-to-hire workers, who were supplied to the Employer on a temporary basis by PMC Staffing Solutions, Inc. (otherwise known as Strategic Edge and herein the Supplier). In this latter group, 19 temporary employees are warehouse associates and 3 are general laborers. These employees are overseen by 9 supervisors. The Employer has 6 front-line supervisors, known as logistics managers or “LM1s;” 2 “LM2s” at the next higher step above “LM1s;” and a general manager who oversees the entire operation at the center. The main management office is in Building 1; some supervisors work in the shipping and receiving offices of all three buildings.

The relationship between the Employer and the Supplier operates as follows: when the Employer needs a new employee, it contacts the Supplier to make a request. The Employer furnishes criteria to the Supplier regarding the type of worker being sought. A candidate who is hired is placed in the temp-to-hire category for a period of 90 days. During this period, the Supplier employs the workers and issues their paychecks; the Employer reimburses the Supplier for the wages paid and also pays a service fee. At the end of the 90 days, the Employer hires the temp-to-hire worker directly, thereby transferring the worker from temporary to permanent status. The record testimony establishes that temp-to-hire employees have become permanent employees

⁵ The work duties include “aisle audits,” where the inventory clerk confirms that the product in a specific location of the warehouse is reflected accurately in the computer system, and the “cycle count,” where the inventory clerk confirms that the quantity of a specific product in sum across all buildings is reflected accurately in the computer system. Warehouse associates do conduct aisle audits and cycle counting, although the record does not specify how frequently this crossover occurs.

approximately 99 percent of the time; the remaining hires were done directly by the Employer without contacting the Supplier. Temp-to-hires are brought on with the expectation that their employment will become permanent after 90 days. This hiring procedure is the same for all of the Employer's job classifications. Temp-to-hire employees are supervised by LMIs, as are the warehouse associates. No one from the Supplier works at the Employer's facility.

Employees are assigned to one of three shifts; the first shift is from 6:00a.m. to 2:00p.m., the second shift from 2:00p.m. to 10:00p.m., and the third shift from 10:00p.m. to 6:00a.m. All job classifications, except inventory clerks, are represented on each 8-hour shift. About 25 to 30 warehouse associates work on each shift; a portion of each group is temp-to-hire warehouse associates. Three shipping and receiving clerks work on the first shift, and 2 such clerks work on both the second shift and the third shifts. Seven general laborers work on the first shift, including one temp-to-hire employee. Another 2 work on both the second and third shifts; the 2 on the second shift are temp-to-hire employees. The inventory clerks all work on the first shift.

The record establishes the following salaries and benefits for each job classification. Warehouse associates are paid an hourly wage ranging from \$10.00 to \$12.25 per hour. Those associates working on the second and third shifts receive a shift differential. Temp-to-hire warehouse associates receive the same hourly wage and overtime rate. The wage rates for the other job classifications, including shipping and receiving clerks, inventory clerks, and general laborers, were described by the general manager as "similar" with a variance due solely to length of service. However, only warehouse associates and general laborers are hourly employees; shipping and receiving clerks and inventory clerks are salaried non-exempt employees, meaning they are paid a flat salary but remain eligible for overtime pay. All job classifications also are eligible to receive a safety incentive, i.e. an increase in their hourly wage rate for not having any safety violations reportable to the U.S. Occupational Safety and Health Administration for a rolling 90-day period. Double overtime pay is available only to warehouse associates and general laborers. Warehouse associates receive the following benefits: health insurance, 401(k) retirement plan, paid vacation, paid holidays, tuition reimbursement, travel reimbursement, and jury duty pay. The other job classifications—shipping and receiving clerks, inventory clerks, and general laborers—all receive those same benefits. Benefits for temp-to-hire workers are provided by the Supplier, and the record does not reflect what benefits, if any, these workers receive. Temp-to-hire workers do get the same break time as permanent warehouse associates.

The parties do not dispute that certain factors are common amongst all job classifications. Warehouse associates, shipping and receiving clerks, and inventory clerks all have the same general job skills in that they are familiar with how to operate the forklift and the Employer's computer system. They all use the same safety equipment. They all abide by the same work rules and follow the same process for promotions, making complaints, and receiving progressive discipline. They all are invited to the same social activities when arranged by the Employer. Workers in these three job classifications spend 80 percent or more of their work time on the warehouse floor and

interact with one another on a daily basis. The record testimony is disputed regarding whether these classifications receive the same safety and computer training; whether they use the same break rooms, locker rooms, and vending machines; and the frequency in which shipping and receiving clerks drive the forklifts.

In addition, the temp-to-hire warehouse associates perform the same duties as permanent warehouse associates. Both the temp-to-hire and permanent warehouse associates do all their work on the warehouse floors of each building and, by the naked eye, could not be distinguished from one another. They interact with each other on a continual basis during each workday. They both operate forklifts and use the Employer's warehouse management system in the performance of their work duties. They participate in the same safety and computer training, and wear the same safety equipment.

The record also identifies certain differences between warehouse associates, shipping and receiving clerks, and inventory clerks. Principally among these is the Employer's attendance policy. The Employer maintains an attendance point system which, while it applies to all job classifications, differentiates between warehouse associates and the other job classifications. The point system assigns point totals for workers' absences or tardiness; employees who accumulate 10 or more points are subject to termination. For warehouse associates, all absences and tardiness fall under this point system, whether they are permanent or temp-to-hire workers. However, shipping and receiving clerks and inventory clerks receive 5 paid days off that are not provided to warehouse associates. In addition to the variances in the attendance policy, other differences between warehouse associates and the other job classifications are present. These include pre-scheduled break times for warehouse associates but not for shipping and receiving clerks or inventory clerks; different locales for the time cards of warehouse associates than for the other job classifications, as well as a different format for the time card of inventory clerks; and a parking lot for warehouse associates that is farther removed from the parking lot used by shipping and receiving clerks and inventory clerks (although at the time of the hearing, all job classifications were using the same parking lot due to construction on the warehouse associates' lot). Finally, the position of shipping and receiving clerk is a step up/promotion from warehouse associate, although there has been interchange both ways between the two positions.

IV. Analysis

Section 9(b) of the Act grants discretion to the Board to "decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this subchapter, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof." 29 U.S.C. § 159(b). The Board's procedure for determining an appropriate unit is to first examine the petitioned-for unit. *See, e.g., The Boeing Company*, 337 NLRB 152, 153 (2001); *Overnite Transportation Co.*, 331 NLRB 662, 663 (2000). If the petitioned-for unit is appropriate, then the inquiry ends; if the petitioned for unit is not appropriate, the Board may examine alternative units suggested by the parties or select an appropriate unit different from those proposals. *Id.* It is well settled that the unit need only be an

appropriate unit, not the most appropriate unit. *Id.*; see also *Phoenix Resort Corp.*, 308 NLRB 826, 827 (1992). A unit is appropriate where employees in the unit have a separate community of interest from other job classifications; in determining this community of interest, the Board examines such factors as wages, hours and working conditions, commonality of supervision, degree of skill and common functions, frequency of contact and interchange with other employees, and functional integration. *Boeing Co.*, 337 NLRB at 153.

Upon the record evidence in this case, I find that the petitioned-for unit does not constitute an appropriate unit for the purposes of collective bargaining. I also find that a unit which includes both the petitioned-for employees as well as temp-to-hire workers, shipping and receiving clerks, and inventory clerks is an appropriate unit for collective bargaining. The strong community of interest shared between warehouse associates and temp-to-hire workers, as well as between warehouse associates, shipping and receiving clerks, and inventory clerks, mandates the inclusion of these three job classifications with the warehouse associates. Furthermore, the work functions of shipping and receiving clerks and inventory clerks are integral to the operation of the Employer's warehouse; in such circumstances, the Board has consistently held that plant clerical employees should be included in units of warehouse employees. Because the Petitioner consented to proceeding with the petition in an alternative unit, I direct an election in an appropriate unit as detailed herein.

A. "Temp-For-Hire" Employees

In its amended petition, the Petitioner seeks to represent the permanent warehouse associates and general laborers but not the "temp-to-hire" workers in these same job classifications. Because the temp-to-hire workers share such a strong community of interest with the permanent workers, their inclusion in the bargaining unit is mandatory.

In *M.B. Sturgis, Inc.*, 331 NLRB 1298 (2000), the Board outlined its current approach to situations where an employer has both permanent employees and temporary employees supplied by a different employer. Prior to *Sturgis*, the Board refused to combine units of permanent and temporary workers absent the consent of both employers, reasoning that such situations involved multi-employer bargaining because the temporary workers were jointly employed and the permanent workers were exclusive employed. See *Holiday Inn City Center*, 332 NLRB 1246, 1255 (2000). In *Sturgis*, the Board altered that approach and found that temporary workers supplied by another employer could be included in a unit with permanent workers absent the consent of both employers, finding that such situations did not reflect multi-employer bargaining. 331 NLRB at 1304-06. Thus, the appropriateness of such units is governed by the Board's traditional community of interest test. *Id.* at 1304; *Holiday Inn*, 332 NLRB at 1256.

Subsequent to *Sturgis*, the Board held that temporary employees supplied by a staffing agency can share such a strong community of interest with permanent employees that the temporary workers must be included in the bargaining unit. *Outokumpu Copper Franklin*, 334 NLRB 263 (2001). In *Outokumpu*, the employer's production and

maintenance staff was comprised of both permanent and temporary employees. *Id.* The petitioner sought a unit of only the permanent workers. *Id.* The Board found that such a unit was inappropriate given the strong community of interest between the two groups of workers. *Id.* In reaching this conclusion, the Board cited the following factors as being indicative of this strong community of interest between the permanent and temporary workers: performing the same work functions; being supervised by the same supervisors; working side-by-side at the facility; being assigned to all of the employer's shifts; working in the same plant area and performing the same production operations; having nearly all terms and conditions of employment, including assignments, directions, discipline and wages, controlled by the employer; the employer using temporary employees as the sole source for its permanent work force, except for one subclassification; the employer establishing criteria to determine whether temporary workers would be hired; and the employer evaluating whether temporary workers would be hired permanently. *Id.* at 264. The Board acknowledged that certain terms and conditions of employment were different between the two groups, but found that they were substantially outweighed by the many common working conditions. *Id.* Those differences were reflected in minor variations in the temporary workers' attendance policy, wages, benefits, and seniority rights. *Id.*

I find this case to be strikingly similar to the factual situation in *Outokumpu*. Here, the parties do not dispute that DSC Logistics is a statutory employer to the temp-to-hire workers and the Petitioner seeks to bargain only with DSC Logistics, having amended its petition to exclude PMC Staffing Solutions. Thus, I need not address a joint employer issue. Instead, the Board's traditional community of interest standard applies to determine whether the temp-to-hires must be included in the unit with permanent warehouse associates and general laborers. As was the case in *Outokumpu*, the temp-to-hire workers here perform the same functions as the permanent workers; they are supervised by the LM1's, just like the permanent workers; they work side-by-side with the permanent workforce in all three of the Employer's buildings; they work on multiple shifts for the Employer, like the permanent employees; the Employer controls nearly all of the temporary workers terms and conditions of employment, including assignments, directions, discipline and wages; the Employer establishes criteria to determine whether the temp-to-hire workers will be converted to permanent status; and the temp-to-hires essentially are the sole source for the employer's permanent work force. Furthermore, the differences identified by the Board in *Outokumpu* as being insufficient to outweigh the common terms and conditions of employment—in particular attendance policy and lack of benefits—also are present in this case. Accordingly, the permanent warehouse associates and general laborers share such a strong community of interest with the temp-to-hire workers that the latter's inclusion in the unit is required.⁶ See also *Interstate Warehousing of Ohio, LLC*, 333 NLRB 682 (2001) (Board finds petitioned-for unit of

⁶ In *Engineered Storage Products, Co.*, 334 NLRB 1063 (2001), the Board held that a class of temporary employees did not have such a strong community of interest with the permanent workforce that their inclusion in the bargaining unit was mandated. In that case, the Board identified the facts that the supplier employer was responsible for the hiring and firing of the temporary workers, as well as for setting their wages and benefits, as distinguishing the case from *Outokumpu*. Because the Employer here is responsible for establishing the criteria by which temp-to-hire workers are hired and for setting their wages through reimbursement to the Supplier, this case is distinguishable from *Engineered Storage Products*.

permanent and temporary employees appropriate in light of the fact, among others, that employer's permanent workforce all were hired after starting as temporary employees).

B. Shipping and Receiving Clerks, and Inventory Clerks

The Petitioner excluded shipping and receiving clerks as well as inventory clerks from the bargaining unit it seeks in its amended petition. However, based upon the record evidence herein, these job classifications must be included in the unit.

In cases involving petitioned-for units of warehouse employees, the Board has held that warehouse clericals should be included in the unit where the duties of the warehouse clericals are integral to the functioning of the warehouse operations. *See, e.g., Interstate Warehousing*, supra; *Fleming Foods, Inc.*, 313 NLRB 948, 949-50 (1994); *John N. Hansen Co., Inc.*, 293 NLRB 63 (1989). In *Fleming Foods*, the Board held that warehouse clericals did not constitute an appropriate unit separate from other employees. 313 NLRB at 950. In that case, the "receiving clericals" were responsible for delivering appropriate paperwork to the "receivers" (other warehouse employees) to coordinate the unloading of incoming merchandise. *Id.* at 948. The receiving clericals also interacted with the receivers to record any discrepancies between the merchandise actually received and what was supposed to be received. *Id.* Likewise, the "inventory clericals" were responsible for maintaining, verifying, and reconciling paperwork describing the quantity of products stored in the employer's inventory. *Id.* The inventory clericals physically counted inventory on occasion and assisted stockers (other warehouse employees) in locating products. *Id.* Where a warehouse employee discovered a shortage of product, the warehouse employee would notify one of the warehouse clericals. *Id.* Thus, the Board found, the duties of the warehouse clericals were integral to the shipping, receiving, and storage of the employer's merchandise and those clericals did not constitute an appropriate separate unit. *Id.* at 949. *Accord Interstate Warehousing*, 333 NLRB at 688-89 (Board adopts Regional Director's holding that the functions of shipping and receiving clerks and inventory clerks were integrated with warehouse workers, requiring their inclusion in the bargaining unit).⁷

In this case, the record evidence establishes that the Employer's shipping and receiving clerks and inventory clerks are integral to the Employer's warehousing operations. The shipping and receiving clerks, like in *Fleming*, are responsible for creating and transmitting paperwork to warehouse associates to insure that product is properly stored and delivered to customers. The inventory clerks, like in *Fleming*, are responsible for insuring that the product on the warehouse floors is accurately represented in the Employer's computer system and resolving any discrepancies. Indeed, without the contributions that these two job classifications make to the overall operation, the principal business function of the warehouse—receiving, storing, and shipping product—

⁷ Although the Board's holding in *Fleming* applied to a situation where the warehouse employees already were represented and the issue was whether the warehouse clericals constituted an appropriate residual unit, the Board's reasoning in the case applies here given that the question presented is whether the warehouse associates can constitute an appropriate unit separate from the shipping and receiving clerks and inventory clerks.

could not be accomplished. Given their integral role in the Employer's operation, the shipping and receiving clerks and inventory clerks must be included in any unit of warehouse associates.

Furthermore, the strong community of interest between shipping and receiving clerks, inventory clerks and warehouse associates further supports their mandatory inclusion in the bargaining unit. All three job classifications interact with one another regularly, spending 80 percent or more time on the warehouse floor; they all have the same general job skills and use the same safety equipment; and they all abide by the same work rules and follow the same process for promotions, making complaints, and receiving progressive discipline. They are all supervised by LM1's. These factors, in sum, outweigh the minimal differences in their terms and conditions of employment. Although the attendance policy is somewhat different between warehouse associates and the other job classifications, all three groups ultimately operate on the point system. The differences in the location of time cards and parking lots for these job classifications are minor.

Therefore, I find that shipping and receiving clerks and inventory clerks must be included in the petitioned-for bargaining unit.

V. Conclusion

As detailed above, an appropriate bargaining unit requires the inclusion of temp-to-hire workers, shipping and receiving clerks, and inventory clerks. Accordingly, I direct an election in the unit found appropriate unit herein.

VI. Direction of Election

An election by secret ballot shall be conducted by the undersigned among the employees in the unit(s) found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit(s) who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be

represented for collective bargaining purposes by the International Brotherhood of Teamsters, Local 781.

VII. Notices of Election

Please be advised that the Board has adopted a rule requiring election notices to be posted by the Employer at least three working days prior to an election. If the Employer has not received the notice of election at least five working days prior to the election date, please contact the Board Agent assigned to the case or the election clerk.

A party shall be estopped from objecting to the non-posting of notices if it is responsible for the non-posting. An employer shall be deemed to have received copies of the election notices unless it notifies the Regional Office at least five working days prior to 12:01a.m. of the day of the election that it has not received the notices. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure of the Employer to comply with these posting rules shall be grounds for setting aside the election whenever proper objections are filed.

VIII. List of Voters

To insure that all eligible voters have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *N.L.R.B. v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is directed that 2 copies of an eligibility list containing the full names and addresses of all the eligible voters must be filed by the Employer with the Regional Director within 7 days from the date of this Decision. *North Macon Health Care Facility*, 315 NLRB 359, fn. 17 (1994). The Regional Director shall make this list available to all parties to the election. In order to be timely filed, such list must be received in Region 13's Office, Suite 800, 200 West Adams Street, Chicago, Illinois, 60606 on or before **May 17, 2004**. No extension of time to file this list will be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

IX. Right to Request Review

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to

the Executive Secretary, 1099 14th Street NW, Washington, DC 20005-3419. This request must be received by the Board in Washington by **May 24, 2004**.

DATED at Chicago, Illinois this 10th day of May, 2004.

Harvey A. Roth, Acting Regional Director
National Labor Relations Board
Region 13
200 West Adams Street, Suite 800
Chicago, Illinois 60606

CATS — Scope & Composition of Unit

- └ Temporary/Probationary Employees
- └ Warehouse Employees

362-6718-0000-0000

440-1760-6780-0000

460-5067-2100-0000

460-5067-7000-0000